



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

# **MULTI-STEP BIDDING PROCESS FOR GENERAL CONTRACTORS**

**Single Project---Short-Listing**

**Request for Submittals**

**November 5, 2008**

**HIGHLAND PLAZA REMODEL PHASE 2  
RESTROOMS**

**DIVISION OF FACILITIES CONSTRUCTION &  
MANAGEMENT**

**SALT LAKE CITY, UTAH**

DFCM Project Number: 08123310

Design Interface LLC  
925 S. 200 West, Suite B  
Salt Lake City, Utah 84101

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DFCM Supplemental Conditions dated July 15, 2008 – By Reference  
DFCM General Conditions dated May 25, 2005 --- By Reference

# NOTICE TO CONTRACTORS

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting submissions for the following project:

**Project Name: Highland Plaza Remodel Phase 2 – Restrooms**  
**Division of Facilities Construction & Management – Salt Lake City, Utah**

**Project No. 08123310**

**Project Description: Restroom expansion and remodel**

**Cost Estimate: \$116,000**

DFCM is entering into a Multi-Step Bidding Process for Construction services. A short-listing of contractors will be based on the selection criteria outlined in the bidding documents contained herein. Short-listed contractors will be invited to submit bids on the project described above. **The only contractors allowed to bid on this project will be contractors short-listed by the selection committee.**

All contractors responding to this procurement must comply with and require all of their subcontractors to comply with the license laws as required by the State of Utah.

The bidding documents including plans and specification, short-listing requirements and schedule will be available at **10:00 AM on Wednesday, November 5, 2008** on the DFCM web page at <http://dfcm.utah.gov> and from DFCM, 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801) 538-3018. For questions regarding this solicitation, please contact **Darrell Hunting**, DFCM, at (801) 538-9617. No others are to be contacted regarding this solicitation.

A **mandatory** pre-submittal meeting to discuss the multi-step bidding process and visit the project site will be held at **10:00 AM on Monday, November 10, 2008** in room 345 at 3760 S. Highland Drive, Salt Lake City, Utah 84106

When bidding on this project, short-listed contractors will be required to submit a Bid Bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's Bid Bond Form. A Bid Bond must accompany each bid.

The Division of Facilities Construction & Management reserves the right to reject any or all submittals/bids or to waive any formality or technicality in any submittal/bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
JOANNA REESE, CONTRACT COORDINATOR  
4110 State Office Bldg., Salt Lake City, Utah 84114

# DESCRIPTION OF WORK

The only contractors allowed to bid on this project will be contractors short-listed by the selection committee.

## Project Description:

- 1. Base Bid:** Minor demolition of existing urinal, mechanical and electrical fixtures and walls in existing toilet rooms; minor remodeling of existing toilet rooms to create one integral women's toilet room; minor demolition of existing doors and windows and installation of new men's toilet room in existing classroom.
- 2. Alternate No. 1:** Removal of existing ceiling, drinking fountain, countertops, lavatories, toilet partitions and other fixtures in both existing toilet rooms; removal of existing wall between existing toilet rooms; provision of new vanity and sinks, toilet accessories and toilet partitions, new suspended ceiling.
- 3. The work must be phased between floors so that operable men's and women's toilet rooms are available to the student population at all times.**

Individual contractors or alliances between two or more contractors are allowed in this process to form a team. However, one contractor or firm MUST be declared as the lead firm representing the team. If the team is short-listed through this multi-step process, the state will only enter into contracts with the lead contractor or firm. The lead contractor or firm must be licensed by the State of Utah and comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

# **MULTI-STEP BIDDING PROCESS**

## **SHORT-LISTING OF GENERAL CONTRACTORS**

The short-listing of contractors will be based on the selection criteria outlined in this document.

### **1. Multi-Step Bidding Documents**

The Multi-Step bidding documents consist of all of the information contained in this solicitation and all documents listed in the Table of Contents. All said documents are incorporated in this document by reference.

### **2. Availability of Documents**

Bidding documents are available free of charge at the locations stated on the Schedule. The bidding documents are also available at DFCM's internet web site at <http://dfcm.utah.gov>.

### **3. Drawings and Specifications and Interpretations**

Drawings, specifications and other contract documents may be obtained as stated in the Notice to Contractors. If any firm is in doubt as to the meaning or interpretation of any part of the drawings, specifications, scope of work or contract documents, they shall submit, in writing, a request for interpretation to the authorized DFCM representative by the deadline identified in the schedule. Answers to questions and interpretations will be made via addenda issued by DFCM. Neither DFCM nor the designer shall be responsible for incorrect information obtained by contractors from sources other than the official drawings/specifications and addenda issued by DFCM.

### **4. Contact Information**

Except as authorized by the DFCM Representative or as otherwise stated in the bidding documents or the pre-submittal meeting, communication during the multi-step bidding process shall be directed to the specified DFCM's Representative. In order to maintain the fair and equitable treatment of everyone, contractors shall not unduly contact or offer gifts or gratuities to owners, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the bidding documents are issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification from the multi-step bidding process. Contractors should be aware that selection committee members will be required to certify that they have not been contacted by any of the contractors in an attempt to influence the selection process.

### **5. Requests for Information**

All requests for information shall be in writing and directed to:

**Project Manager - Darrell Hunting**  
Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114  
**E-mail:** [dhunting@utah.gov](mailto:dhunting@utah.gov)  
**Phone:** (801) 538-9617  
**Facsimile:** (801) 538-3267

6. **Schedule**

The Schedule lists the important events, dates, times and locations of meetings and submittals that must be met by the contractor.

7. **Pre-Submittal Meeting**

A **mandatory** pre-submittal meeting will be held on the date and time and at the location listed on the Schedule. During the meeting, questions will be answered about the multi-step bidding process. Questions about the project, plans and specifications will also be addressed. Attendance at this meeting is mandatory for General Contractors.

8. **Submittal Due Dates and Times**

All required submittals must be delivered to, and received by, the Division of Facilities Construction and Management by the time deadline established in the Schedule. Submittals received after the specified time deadline will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring that delivery will be made directly to the required location prior to the deadline.

9. **Last Day to Submit Questions**

Questions must be submitted in writing to the DFCM project manager by the deadline listed on the Schedule.

10. **Addendum**

All clarifications will be in writing and issued as addenda to the RFS. Addenda will be posted on DFCM's web site at <http://dfcm.utah.gov>. **Contractors are responsible for obtaining information contained in the addenda from the web site. Any addenda issued prior to the submittal deadline shall become part of the multi-step bidding process and any information required must be included in the contractor's submittal.** Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding. DFCM shall not be responsible for incorrect information obtained by contractors from sources other than official addenda issued by DFCM.

11. **Bid Bond Requirements**

Short-listed contractors will be required to submit a bid bond in the amount of five percent (5%) of the bid amount made payable to the Division of Facilities Construction and Management on all bids. **The bid bond must be on the "Bid Bond Form" provided in this RFS (procurement documents) in order to be considered an acceptable bid.** If the bid bond security is submitted on a form other than DFCM's required "Bid Bond Form" and the bid security meets all other legal requirements, the contractor will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security.

**12. Performance and References**

DFCM will rate each firm's performance on every project worked on (rating scale: 1 = low; 5 = high). The rating may include comments from agencies. The firm will have an opportunity to review and comment on their ratings. Ratings on DFCM projects over the previous five years will be provided to the selection committee for their consideration in evaluating and scoring the past performance of each firm. If a firm has not completed at least three DFCM projects in the last five years, they shall provide by the time indicated on the Schedule, a list of references on additional projects for a total of five projects. References should include: (a) name and address of the project; (b) name and phone number of the person able to answer questions about the project; (c) date of when the work was completed; (d) the cost of the project and the type of project (school, office, warehouse, etc).

**13. Statement of Qualifications**

The Contractor (firm) shall provide five copies of a statement of qualifications by the time indicated on the Schedule. The statement should describe: (a) the financial viability of your firm; (b) the experience, skill level and qualifications of your firm - identify the specific project manager and site superintendent that will be assigned to this project; (c) provide examples of similar projects completed by your firm and the specific project manager and site superintendent that will be assigned to this project; (d) describe your firm's areas of expertise and other special qualifications as they pertain to this project; (e) document your firm's track record of completing projects on time and within budget; (f) explain your firm's reputation and commitment to high-quality workmanship; and (g) document your firm's ability to comply with the bonding requirements outlined earlier in this document. The statement of qualifications should be concise (**limit three pages**) yet contain sufficient information for evaluation by the selection committee. Note: If multiple firms combine to form a team, only the lead contractor or firm will be allowed to bid on projects. In addition, if any member of the team (contractor or firm) withdraws from the team, the entire team is disqualified and will not be allowed to bid.

**14. Termination or Debarment Certification**

Each firm must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The firm must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify to these statements, the firm shall submit a written explanation. Firms are to submit the certifications with their Statement of Qualifications.

**15. Project Management Plan**

Each Contractor (firm) shall provide five copies of a document describing their management plan by the time indicated on the Schedule. The document should include: (a) the process used for selecting and managing subcontractors; (b) a description of how the your firm is organized - pertaining to this project, document who will be in charge with decision making authority; (c) a project schedule detailing your firm's plan to ensure that the project will be completed on time (include timeline for ordering long lead materials and equipment); (d) a description of the process (action plan) your firm will take to bring the project back on schedule if it falls behind; (e) the procedures your firm has in place to minimize change orders; (f) the methodology used to ensure the accuracy of your bid; (g) your firm's approach to site security and project safety; (h) your firm's understanding of DFCM's construction general conditions and contract requirements; and (i) any other information that will assist the selection committee in evaluating your firm's approach to project management.

Include an organization chart of key personnel and a description of their duties. The management plan document should be concise (**limit three pages**) yet contain sufficient information for evaluation by the selection committee. The organization chart is a separate document and is not counted as one of the two pages.

**16. Selection Committee**

The selection committee will evaluate and score each firm/team. Committee members may include individuals from DFCM, User Agency/Institution, and a representative from the design or construction disciplines.

**17. Interviews.**

If interviews are required, firms will be notified of the date and time of their interview. Otherwise, the selection committee reserves the right to short-list firms/teams based on their submitted past performance ratings/references, statement of qualifications and project management plan.

If necessary, interviews will be conducted with all responsive and responsible contractors. Firms that are late or do not appear for the interview may be disqualified by the committee. The evaluation will be made using the selection criteria contained in this document. Information provided by the past performance/references, statement of qualifications, project management plan and the interview will be evaluated using the selection criteria as the basis for the selection. The purpose of the interview is to allow contractors an opportunity to present their qualifications, discuss past performance/references and describe their project management plan. It will also provide an opportunity for the selection committee to ask questions about these items. Firms may elect to have management personnel, project managers and superintendents in attendance. Attendance of subcontractors is at the discretion of the contractor. The method of presentation is at the discretion of the contractor.

**18. Selection Criteria**

The following criteria and weighting will be used in evaluating each firm/team. The selection committee will consider all criteria in performing a comprehensive evaluation of each firm/team. Each firm/team will be scored by each selection committee member in the categories listed below.

- A. Performance Rating/References.** The committee will receive a past performance rating and/or reference score for each firm/team. DFCM will compute the score for each firm/team based upon the information outlined earlier in this document. **Possible Points: 35**
- B. Statement of Qualifications.** The committee will evaluate and score each firm's/team's qualifications in accordance with the information outlined earlier in this document as well as additional information about the firm's/team's qualifications presented during the interview. **Possible Points: 35**
- C. Project Management Plan.** The committee will evaluate and score each firm's/team's project management approach in accordance with the information outlined earlier in this document as well as additional information about the firm's/team's project management approach presented during the interview. **Possible Points: 30**

**TOTAL POINTS = 100 POINTS**



**19. Short-Listing**

DFCM will **short-list up to Six firms** receiving the highest score above the minimum score of 85 points from the selection committee. No firms receiving fewer than 85 points will be short-listed. Only short-listed firms will be invited to bid on this project. During the bidding process, the final contractor selection will be based on the lowest responsive and responsible bidder.

**20. Product Approvals**

Where reference is made to one or more proprietary products in the contract documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the contract documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Designer. Such written approval must occur prior to the deadline established for the last scheduled addendum to be issued. The Designer's written approval will be included as part of the addendum issued by DFCM. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the Designer.

**21. Trade Secrets or Confidential Matters**

Any submitter may designate those portions of the submittals which contain trade secrets or other confidential matters that the Governmental Records and Access Management Act (GRAMA) would allow to be a protected record. Any disclosure of submittals or portions thereof shall be in accordance with GRAMA and State law.

**22. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor. Failure to respond may result in the Contractor (firm) receiving a poor performance rating on this project.

**23. Licensure**

The Contractor shall comply with and require all of its Subcontractors to comply with the license laws as required by the State of Utah.

**24. Permits**

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

**25. Time is of the Essence**

Time is of the essence in regard to all the requirements of the contract documents.

**26. Bids**

Before submitting a bid, each bidder shall carefully examine the contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the contract documents including those added via addenda. If the bidder observes that portions of the contract documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Project Manager. Changes necessary to correct these issues will be made via addenda issued by DFCM.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a form other than the Owner's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **A cashier's check cannot be used as a substitute for a bid bond.**

**27. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the "Instructions and Subcontractors List Form", included as part of the contract documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the contract documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements may receive a poor performance rating on this project.

**28. Contract and Bond**

The Contractor's Agreement will be in the form found in the specifications. The contract time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

**29. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of DFCM to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

**30. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**31. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.



## MULTI-STEP PROJECT SCHEDULE

**PROJECT NAME: HIGHLAND PLAZA REMODEL PHASE 2 –RESTROOMS**  
**DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT**  
**SALT LAKE CITY, UTAH**  
**DFCM PROJECT NO. : 08123310**

Event	Day	Date	Time	Place
Document Available, including Plans and Specifications	Wednesday	November 5, 2008	10:00 AM	DFCM 4110 State Office Building SLC, UT and DFCM web site*
<b>Mandatory</b> Pre-Submittal Meeting	Monday	November 10, 2008	10:00 AM	3760 So. Highland Drive Salt Lake City, Utah 84106 Room 345
Last Day to Submit Questions on Shortlisting (In Writing)	Wednesday	November 12, 2008	4:00 PM	<u>Darrell Hunting</u> - DFCM E-mail – dhunting@utah.gov Fax – (801) 538-3267
Addendum on Shortlisting	Monday	November 17, 2008	2:00 PM	DFCM web site*
List of References, Statement of Qualifications, Project Management Plan, and Termination/Debarment Certification Due	Thursday	November 20, 2008	12:00 NOON	DFCM 4110 State Office Building SLC, UT
Interviews by Selection Committee (if necessary)	Tuesday	November 25, 2008	To Be Announced	DFCM 4110 State Office Building SLC, UT
Short-List Announced	ASAP			
<b>Notice: Only Short-Listed Firms Will Be Allowed To Bid On This Project</b>				
Last Day to Submit Questions (In Writing)	Monday	December 1, 2008	10:00 AM	<u>Darrell Hunting</u> - DFCM E-mail – dhunting@utah.gov Fax – (801) 538-3267
Final Addendum (exception for bid delays)	Wednesday	December 3, 2008	2:00 PM	DFCM web site*
Prime Contractors Turn in Bid and Bid Bond/Bid Opening in DFCM Conference Room	Tuesday	December 9, 2008	3:00 PM	DFCM 4110 State Office Building SLC, UT
Subcontractors List Due	Wednesday	December 10, 2008	3:00 PM	DFCM 4110 State Office Building SLC, UT Fax (801)-538-3677
Project Completion Date	Friday	February 6, 2008		

\* DFCM's web site address is <http://dfcm.utah.gov>

**BID FORM**

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **Highland Plaza Remodel Phase 2 – Restrooms Division of Facilities Construction & Management – Salt Lake City, Utah - DFCM PROJECT NO. 08123310** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

**Base Bid:**

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (In case of discrepancy, written amount shall govern)

**Additive Alternate #1:** as shown on drawings (AE 101.2, 102.2, 201.2, 202.2, 400.2, M101.2, 102.2, P102.2, 103.2, E102.2, 103.2)

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by Friday, February 6, 2009, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$300.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

\_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

## BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$\_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General



## INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

### **DOLLAR AMOUNTS FOR LISTING**

**PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

### **LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

### **'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

### **GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for



INSTRUCTIONS AND SUBCONTRACTORS LIST FORM  
PAGE NO. 2

such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

\* Bidders may list "self", but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**  
FAX TO 801-538-3677

PROJECT TITLE: \_\_\_\_\_

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of Utah and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_ Utah \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have \_\_\_\_\_ Work performed at \_\_\_\_\_

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and Supplemental General Conditions dated July 15, 2008 (also referred to as "General Condition"), on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of

\_\_\_\_\_ **DOLLARS AND**  
**NO CENTS (\$\_\_\_\_\_)**, which is the base bid, and includes the cost of a 100%

CONTRACTOR'S AGREEMENT  
PAGE NO. 2

Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete by \_\_\_\_\_ after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the

CONTRACTOR'S AGREEMENT  
PAGE NO. 3

Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:**

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_)  
\_\_\_\_\_)  
County of \_\_\_\_\_)

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
David D. Williams, Jr. Date  
DFCM Administrative Services Director

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
Lynn A. Hinrichs Date  
Assistant Director Construction Management

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
July 15, 2008  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:

\_\_\_\_\_  
Division of Finance Date

**PERFORMANCE BOND**  
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

(Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General



## PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### WITNESS OR ATTESTATION:

\_\_\_\_\_

(Seal)

### WITNESS OR ATTESTATION:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

### PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

### SURETY:

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires: \_\_\_\_\_  
Resides at: \_\_\_\_\_

NOTARY PUBLIC

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# **SPECIFICATIONS**

## **HIGHLAND PLAZA REMODEL PHASE 2**

**3760 So. Highland Drive  
Salt Lake City, Utah 84106**

## **TENANT IMPROVEMENTS**

DFCM PROJECT NO. 08123310

August 18, 2008

**DESIGN INTERFACE LLC**  
925 So. 200 West, Suite 'B'  
Salt Lake City, Utah 84101  
Telephone: (801) 533-0100



State of Utah—Department of Administrative Services

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**DIVISION OF FACILITIES CONSTRUCTION  
AND MANAGEMENT**

4110 State Office Building/Salt Lake City, Utah 84114/538-3018

Highland Plaza – Remodel – Phase 2  
DFCM Project No: 08123310

## **DIVISION 1 - GENERAL REQUIREMENTS**

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01300 .....	Administrative Requirements .....	2
01420 .....	References.....	7
01500 .....	Temporary Facilities And Controls .....	2
01701 .....	Execution And Closeout Requirements .....	3
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## **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

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## **DIVISION 8 - DOORS AND WINDOWS**

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08211 .....	Flush Wood Doors .....	2
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09310 .....	Ceramic Tile .....	2
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## **DIVISION 10 – SPECIALTIES**

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10801 .....	Toilet and Bath Accessories .....	2

## SECTION 01100 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY OF WORK

- A. Project: Highland Plaza – Remodel – Phase 2  
3760 So. Highland Drive  
Salt Lake City, Utah 84106
- B. Owner: State of Utah  
Department of Administrative Services  
Division of Facilities and Construction Management  
4110 State Office Building  
Salt Lake City, Utah 84114
- C. Architect: Design Interface Inc  
925 South 200 West, Suite B  
Salt Lake City, Utah 84101
- D. Contractor:
- E. The Work consists of:
  - 1. Base Bid: Minor demolition of existing urinal, mechanical and electrical fixtures and walls in existing toilet rooms; minor remodeling of existing toilet rooms to create one integral women's toilet room; minor demolition of existing doors and windows and installation of new men's toilet room in existing classroom.
  - 2. Alternate No. 1: Removal of existing ceiling, drinking fountain, countertops, lavatories, toilet partitions and other fixtures in both existing toilet rooms; removal of existing wall between existing toilet rooms; provision of new vanity and sinks, toilet accessories and toilet partitions, new suspended ceiling.
  - 3. The work must be phased between floors so that operable men's and women's toilet rooms are available to the student population at all times.
- F. Owner-Furnished Items: The following products will be furnished by Owner and shall be installed by Contractor as part of the Work:
  - 1. Paper towel and soap dispensers at all new sinks.
- G. Work Under Other Contracts:
  - 1. Demolition of existing carpet and base; provision and installation of new carpeting and resilient base.
  - 2. Upgrade existing fluorescent lighting.

#### 1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of area. Contractor to coordinate with campus facilities manager to minimize disruption of existing classes and to insure continuous student access to men's and women's toilet rooms.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

## SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Conduct progress meetings at Project site at weekly intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
  - 1. Architect will record minutes and distribute to each party present and to parties who should have been present.

#### 1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 2. Architect will return submittals, without review, received from sources other than Contractor.
  - 3. Identify deviations from the Contract Documents on submittals.
  - 4. Submit four copies of each submittal.
- B. Place a permanent label or title block on each submittal for identification. Provide a 6- by 8-inch space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of Contractor.
  - 4. Name and address of subcontractor or supplier.
  - 5. Number and title of appropriate Specification Section.
- C. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- D. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.
- E. Contractor's Construction Schedule Submittal Procedure: Submit two copies of schedule within 5 days after date established for Commencement of the Work.

### PART 2 - PRODUCTS

#### 2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable choices and options. Include the following:
  - 1. Data indicating compliance with specified standards and requirements.
  - 2. Notation of coordination requirements.
  - 3. For equipment, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- B. Shop Drawings: Submit Project-specific information drawn to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit four opaque copies on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Architect will return one copy. Include the following:
  - 1. Dimensions, fabrication and installation drawings, roughing-in and setting diagrams, and relationship to adjoining construction.
  - 2. Identification of products and materials.
  - 3. Wiring diagrams showing field-installed wiring.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples finished as specified and physically identical with material or product proposed for use. Where variations are inherent in the material, submit three sets of paired units to show full range of variations. Include name of manufacturer and product name on label.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within 10 days of date established for commencement of the Work.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility.
- D. Revise the schedule after each meeting or activity where revisions have been made. As Work progresses, mark each bar to indicate actual completion. Distribute updated copies to same parties.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

## SECTION 01420 - REFERENCES

### PART 1 - GENERAL

#### 1.1 GENRAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association www.hardboard.org	(847) 934-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(202) 626-7300
AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100



AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	(303) 792-9559
ALSC	American Lumber Standard Committee <a href="http://www.alsc.org">www.alsc.org</a>	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. <a href="http://www.amca.org">www.amca.org</a>	(847) 394-0150
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
APA	APA-The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>	(253) 565-6600
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>	(239) 454-6989
ARI	Air-Conditioning & Refrigeration Institute <a href="http://www.ari.org">www.ari.org</a>	(703) 524-8800
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) <a href="http://www.asme.org">www.asme.org</a>	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	(440) 835-3040
ASTM	ASTM International <a href="http://www.astm.org">www.astm.org</a>	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) <a href="http://www.awci.org">www.awci.org</a>	(703) 534-8300
AWI	Architectural Woodwork Institute <a href="http://www.awinet.org">www.awinet.org</a>	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association <a href="http://www.awpa.com">www.awpa.com</a>	(817) 326-6300
AWS	American Welding Society <a href="http://www.aws.org">www.aws.org</a>	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association <a href="http://www.awwa.org">www.awwa.org</a>	(800) 926-7337 (303) 794-7711

BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>	(212) 297-2122
BOCA	BOCA International, Inc. <a href="http://www.bocai.org">www.bocai.org</a>	(708) 799-2300
CABO	Council of American Building Officials (See ICC)	
CCC	Carpet Cushion Council <a href="http://www.carpetcushion.org">www.carpetcushion.org</a>	(203) 637-1312
CDA	Copper Development Association Inc. <a href="http://www.copper.org">www.copper.org</a>	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. <a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a>	(216) 241-7333
CFR	Code of Federal Regulations <a href="http://www.access.gpo.gov/nara/cfr">www.access.gpo.gov/nara/cfr</a>	(888) 293-6498 (202) 512-1530
CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org">www.cispi.org</a>	(423) 892-0137
CRD	Army Corps of Engineers Handbook for Concrete and Cement <a href="http://www.wes.army.mil">www.wes.army.mil</a>	(601) 634-2355
CRI	Carpet and Rug Institute (The) <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) <a href="http://www.csa-international.org">www.csa-international.org</a>	(800) 463-6727 (416) 747-4000
CSSB	Cedar Shake & Shingle Bureau <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>	(604) 820-7700
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
DOC	Department of Commerce <a href="http://www.doc.gov">www.doc.gov</a>	(202) 482-2000
DOD	Department of Defense Military Specifications and Standards <a href="http://www.dodssp.daps.mil">www.dodssp.daps.mil</a>	(215) 697-6257
EIMA	EIFS Industry Members Association	(800) 294-3462

	www.eima.com	(770) 968-7945
EPA	Environmental Protection Agency www.epa.gov	(202) 260-2090
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.dla.mil	(215) 697-6257
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com	(785) 271-0208
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
IAS	International Approval Services (See CSA International)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org	(703) 931-4533
ICBO	International Conference of Building Officials www.icbo.org	(800) 284-4406 (562) 699-0541
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America (The) www.iesna.org	(212) 248-5000

IGCC	Insulating Glass Certification Council <a href="http://www.igcc.org">www.igcc.org</a>	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) (Formerly: SIGMA - Sealed Insulating Manufacturers Association) <a href="http://www.igmaonline.org">www.igmaonline.org</a>	(613) 233-1510
ITS	Intertek Testing Services <a href="http://www.itsglobal.com">www.itsglobal.com</a>	(800) 345-3851 (607) 753-6711
KCMA	Kitchen Cabinet Manufacturers Association <a href="http://www.kcma.org">www.kcma.org</a>	(703) 264-1690
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association) <a href="http://www.lma.org">www.lma.org</a>	(201) 664-2700
LPI	Lightning Protection Institute <a href="http://www.lightning.org">www.lightning.org</a>	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturers Association <a href="http://www.mbma.com">www.mbma.com</a>	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association <a href="http://www.maplefloor.org">www.maplefloor.org</a>	(847) 480-9138
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry, Inc. <a href="http://www.mss-hq.com">www.mss-hq.com</a>	(703) 281-6613
NEBB	National Environmental Balancing Bureau <a href="http://www.nebb.org">www.nebb.org</a>	(301) 977-3698
NECA	National Electrical Contractors Association <a href="http://www.necanet.org">www.necanet.org</a>	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association <a href="http://www.nelma.org">www.nelma.org</a>	(207) 829-6901
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>	(703) 841-3200
NETA	InterNational Electrical Testing Association <a href="http://www.netaworld.org">www.netaworld.org</a>	(303) 697-8441
NFPA	NFPA International <a href="http://www.nfpa.org">www.nfpa.org</a>	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council <a href="http://www.nfrc.org">www.nfrc.org</a>	(301) 589-1776
NLGA	National Lumber Grades Authority <a href="http://www.nlga.org">www.nlga.org</a>	(604) 524-2393

NOFMA	National Oak Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NWWDA	National Wood Window and Door Association (See WDMA)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting and Decorating Contractors of America www.pdca.com	(800) 332-7322 (703) 383-0800
RCSC	Research Council on Structural Connections c/o AISC www.boltcouncil.org	
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 647-7026
SBCCI	Southern Building Code Congress International, Inc. www.sbcci.org	(205) 591-1853
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(412) 281-2331 (877) 281-7772
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc.	(864) 646-8453

[www.tileusa.com](http://www.tileusa.com)

TFS	Texas Forest Service <a href="http://www.txforests-service.tamu.edu">www.txforests-service.tamu.edu</a>	(936) 639-8180
TIA/EIA	Telecommunications Industry Association/ Electronic Industries Alliance <a href="http://www.tiaonline.org">www.tiaonline.org</a>	(703) 907-7700
TPI	Truss Plate Institute, Inc. <a href="http://www.tpinst.org">www.tpinst.org</a>	(608) 833-5900
UL	Underwriters Laboratories Inc. <a href="http://www.ul.com">www.ul.com</a>	(800) 704-4050 (847) 272-8800
WCLIB	West Coast Lumber Inspection Bureau <a href="http://www.wclib.org">www.wclib.org</a>	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	(212) 661-4261
WCSC	Window Covering Safety Council <a href="http://www.windowcoverings.org">www.windowcoverings.org</a>	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) <a href="http://www.wdma.com">www.wdma.com</a>	(800) 223-2301 (847) 299-5200
WIC	Woodwork Institute of California <a href="http://www.wicnet.org">www.wicnet.org</a>	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association <a href="http://www.wmmpa.com">www.wmmpa.com</a>	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association <a href="http://www.wwpa.org">www.wwpa.org</a>	(503) 224-3930

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01420

## SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Use Charges: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

### PART 2 - PRODUCTS

### PART 3 - EXECUTION

#### 3.1 TEMPORARY UTILITIES

- A. General: Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

#### 3.2 TEMPORARY SUPPORT FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations.
- B. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Collect waste daily and, when containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.

#### 3.3 TEMPORARY SECURITY AND PROTECTION FACILITIES

- A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.

#### 3.4 TERMINATION AND REMOVAL

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

- B. Remove temporary facilities and controls no later than Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

END OF SECTION 01500



## SECTION 01701 - EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as Record Drawings. Mark to show actual installation where installation varies from that shown originally.
  - 1. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to property survey and existing benchmarks.
- C. Take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

#### 3.2 CUTTING AND PATCHING

- A. Do not cut structural members or operational elements without prior written approval of Architect or Owner.
- B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

#### 3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installation. Anchor each product securely in place, accurately located and aligned with other portions of the Work. Clean exposed surfaces and protect from damage.

- B. Clean Project site and work areas daily, including common areas.

### 3.4 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
  - 1. Remove labels that are not permanent.
  - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
  - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
  - 4. Vacuum carpeted surfaces and wax resilient flooring.
  - 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
  - 6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

### 3.5 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, maintenance service agreements, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit Record Drawings, operation and maintenance manuals, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items.
  - 7. Remove temporary facilities and controls.
  - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 9. Complete final cleaning requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- C. Request inspection for Final Completion, once the following are complete:
  - 1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
  - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

- E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

END OF SECTION 01701

## SECTION 01732 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
- E. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- G. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01732

## SECTION 06105 - MISCELLANEOUS CARPENTRY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Model code evaluation reports for treated wood.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, 15 percent maximum moisture content for 2-inch nominal thickness or less, marked with grade stamp of inspection agency.

#### 2.2 LUMBER

- A. Concealed Boards: Mixed southern pine: No. 2 per SPIB rules; or Western woods: Standard per WCLIB rules or No. 3 Common per WWPA rules.
- B. Miscellaneous Lumber: Construction, Stud, or No. 3 grade of any species for nailers, blocking, and similar members.

#### 2.3 FASTENERS

- A. Fasteners of size and type indicated. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
  - 1. Power-Driven Fasteners: CABO NER-272.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Set carpentry to required levels and lines, with members plumb and true to line. Fit carpentry to other construction; scribe and cope for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- C. Countersink nail heads on exposed carpentry work and fill holes with wood filler.
- D. Installation of Panel Products: Comply with recommendations and "Code Plus" provisions in APA Form No. E30K

- E. Install wood trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.
1. Match color and grain pattern across joints.
  2. Install trim after gypsum board joint finishing operations are completed.
  3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining trim with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.

END OF SECTION 06105

## SECTION 06402 - INTERIOR ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Shop Drawings and Samples showing the full range of colors, textures, and patterns available for each type of finish.
- B. Quality Standard: Architectural Woodwork Institute's "Architectural Woodwork Quality Standards."
- C. Forest Certification: Provide woodwork produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria."
- D. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is completed, and HVAC system is operating.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Hardboard: AHA A135.4.
- B. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
- C. Particleboard: ANSI A208.1, Grade M-2.
- D. Softwood Plywood: DOC PS 1.
- E. Hardwood Plywood and Face Veneers: HPVA HP-1, made with adhesive containing no urea formaldehyde.
- F. High-Pressure Decorative Laminate: NEMA LD 3.

#### 2.2 INTERIOR WOODWORK

- A. Complete fabrication before shipping to Project site to maximum extent possible. Disassemble only as needed for shipping and installing. Where necessary for fitting at Project site, provide for scribing and trimming.
- B. Backout or groove backs of flat trim members, kerf backs of other wide, flat members, except for members with ends exposed in finished Work.
- C. Plastic-Laminate Countertops: Custom grade.
  - 1. Laminate Grade: HGS for flat countertops, HGP for post-formed countertops.
  - 2. Grain Direction: Parallel to cabinet fronts.
  - 3. Edge Treatment: Same as laminate cladding on horizontal surfaces.

2.3 SHOP FINISHING OF INTERIOR ARCHITECTURAL WOODWORK

- A. Finishes: Same grades as items to be finished.
- B. Finish architectural woodwork at the fabrication shop; defer only final touch up until after installation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Condition woodwork to prevailing conditions before installing.
- B. Install woodwork to comply with referenced quality standard for grade specified.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 96 inches for level and plumb.
- D. Scribe and cut woodwork to fit adjoining work, seal cut surfaces, and repair damaged finish at cuts.
- E. Install trim with minimum number of joints possible, using full-length pieces to greatest extent possible. Stagger joints in adjacent and related members.
- F. Anchor countertops securely to walls. Seal space between backsplash and wall.

END OF SECTION 06402



## SECTION 07920 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.

### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and Around Plumbing Fixtures:
  - 1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide.
- C. Sealant for Interior Use at Perimeters of Door and Window Frames:
  - 1. Latex sealant, single-component, nonsag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C 834.

#### 2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Comply with ASTM C 919 for use of joint sealants in acoustical applications.

END OF SECTION 07920

## SECTION 08110 - STEEL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and door schedule.
- B. Comply with ANSI A 250.8.
- C. Fire-Rated Door Assemblies: NFPA 80, tested per NFPA 252, and labeled and listed by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 1011/A 1011M.
- B. Cold-Rolled Steel Sheets: ASTM A 1008/A 1008M or ASTM A 620/A 620M.
- C. Galvanized Steel Sheets: ASTM A 653/A 653M, A40 or G40 coating.

#### 2.2 STEEL DOORS AND FRAMES

- A. Frames: ANSI A250.8; conceal fastenings, unless otherwise indicated.
  - 1. Steel Sheet Thickness for Interior Doors: 0.042 inch
  - 2. Fabricate with interior frames with mitered or coped and continuously welded corners.
- B. Glazing Stops: Nonremovable stops on outside of exterior doors and on secure side of interior doors; screw-applied, removable, glazing stops on inside.
- C. Door Silencers: Three on strike jambs of single-door frames and two on heads of double-door frames.
- D. Plaster Guards: Provide where mortar might obstruct hardware operation.
- E. Supports and Anchors: Not less than 0.042-inch- thick galvanized steel sheet.
- F. Prepare doors and frames to receive mortised and concealed hardware according to ANSI A250.6 and ANSI A115 Series standards.
- G. Reinforce doors and frames to receive surface-applied hardware.
- H. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Place steel frames to comply with SDI 105.
- B. Install doors to comply with ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.
- C. After installation, remove protective wrappings from doors and frames and touch up prime coat with compatible air-drying primer.

END OF SECTION 08110

## SECTION 08211 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Samples for factory-finished doors.
- B. Quality Standard: WDMA I.S.1-A.
- C. Forest Certification: Provide doors produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria."

### PART 2 - PRODUCTS

#### 2.1 FLUSH WOOD DOORS

- A. Doors for Transparent Finish: Premium grade.
  - 1. Faces: Red oak, plain sliced.
  - 2. Veneer Matching: Slip and running match.
  - 3. Pair matching.
  - 4. Continuous matching for doors with transoms.
- B. Interior Veneer-Faced Solid-Core Doors: Five-ply, structural composite lumber cores.
- C. Provide structural composite lumber cores for doors with closers exit devices and kick plates.

#### 2.2 FABRICATION AND FINISHING

- A. Factory fit doors to suit frame-opening sizes indicated and to comply with referenced quality standard.
- B. Factory machine doors for hardware that is not surface applied.
- C. Cut and trim openings to comply with referenced standards.
  - 1. Trim light openings with moldings indicated.
  - 2. Factory install louvers in prepared openings.
- D. Factory finish doors indicated for transparent finish with stain and manufacturer's standard finish comparable to AWI System TR-4, conversion varnish.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with WDMA's "How to Store, Handle, Finish, Install, and Maintain Wood Doors."

- B. Align and fit doors in frames with uniform clearances and bevels. Machine doors for hardware. Seal cut surfaces after fitting and machining.
- C. Repair, refinish, or replace factory-finished doors damaged during installation, as directed by Architect.

END OF SECTION 08211

## SECTION 08710 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Hardware Schedule.
- B. Deliver keys to Owner.
- C. For fire-rated openings provide hardware tested and listed by UL or FMG (NFPA 80). On exit devices provide UL or FMG label indicating "Fire Exit Hardware."

### PART 2 - PRODUCTS

#### 2.1 HARDWARE

- A. Hinges:
  - 1. Stainless-steel or brass/bronze hinges with stainless-steel pins for exterior.
  - 2. Nonremovable hinge pins for exterior and public interior exposure.
  - 3. Ball-bearing hinges for doors with closers and entry doors.
  - 4. Two hinges for 1-3/8-inch- thick wood doors.
  - 5. Three hinges for 1-3/4-inch- thick doors 90 inches or less in height; four hinges for doors more than 90 inches in height.
- B. Locksets and Latchsets:
  - 1. BHMA A156.2, Series 4000, Grade 1 for bored locks and latches.
  - 2. BHMA A156.3, Grade 1 for exit devices.
  - 3. BHMA A156.5, Grade 1 for auxiliary locks.
  - 4. BHMA A156.12, Series 5000, Grade 1 for interconnected locks and latches.
  - 5. Lever handles on locksets and latchsets,.
  - 6. Provide trim on exit devices matching locksets.
- C. Key locks to Owner's existing master-key system.
  - 1. Cylinders with six-pin tumblers and removable cores.
- D. Closers:
  - 1. Mount closers on interior side (room side) of door opening. Provide regular-arm, parallel-arm, or top-jamb-mounted closers as necessary.
  - 2. Adjustable delayed opening (accessible to people with disabilities) feature on closers.
- E. Provide wall stops or floor stops for doors without closers.
- F. Provide (3) silencers each jamb on all doors.
- G. Provide hardware finishes as follows:

1. Hinges: Match existing.
2. Locksets, Latchsets, and Exit Devices: Match existing
3. Closers: Matching existing.
4. Other Hardware: Matching existing.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Mount hardware in locations recommended by the Door and Hardware Institute, unless otherwise indicated.

#### 3.2 HARDWARE SCHEDULE

- A. Hardware Set No. 1 (Toilet Room):
  1. Hinges.
  2. Push / pull plates
  3. Closer
  4. ADA compliant marble threshold.
  5. Two kick plates.
  6. Smoke strip.
  7. ADA Compliant Symbol of accessibility.
- B. Hardware Set No. 2 (Storage):
  1. Hinges
  2. Bored storeroom lock.
  3. Closer.
  4. Smoke strip.

END OF SECTION 08710

## SECTION 09260 - GYPSUM BOARD ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 METAL FRAMING AND SUPPORTS

- A. Steel Framing Members, General: ASTM C 754.
  - 1. Steel Sheet Components: ASTM C 645, with manufacturer's standard corrosion-resistant zinc coating.
- B. Partition and Soffit Framing:
  - 1. Studs and Runners: In depth indicated and 0.0179 inch thick, unless otherwise indicated.
  - 2. Flat Strap and Backing: 0.027 inch thick.
  - 3. Rigid Hat-Shaped Furring Channels: In depth indicated and 0.0179 inch thick.
  - 4. Resilient Furring Channels: 1/2 inch deep, with single- or double-leg configuration.
  - 5. Cold-Rolled Furring Channels: 0.0538 inch thick, 3/4 inch deep.
  - 6. Z-Furring: In depth required by insulation, 1-1/4-inch face flange, 7/8-inch wall-attachment flange, and 0.0179 inch thick.

#### 2.2 PANEL PRODUCTS

- A. Provide in maximum lengths available to minimize end-to-end butt joints.
- B. Gypsum Wallboard: ASTM C 36, in thickness indicated, with manufacturer's standard edges. Regular type, unless otherwise indicated.

#### 2.3 ACCESSORIES

- A. Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, or plastic.
  - 1. Provide cornerbead at outside corners, unless otherwise indicated.
  - 2. Provide LC-bead (J-bead) at exposed panel edges.
  - 3. Provide control joints where indicated.
- B. Joint-Treatment Materials: ASTM C 475.
  - 1. Joint Tape: Paper, unless otherwise recommended by panel manufacturer.
  - 2. Joint Compounds: Drying-type, ready-mixed, all-purpose compounds.



- C. Miscellaneous Materials: Auxiliary materials for gypsum board construction that comply with referenced standards.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation and with United States Gypsum's "Gypsum Construction Handbook."
- B. Isolate steel framing from building structure, except at floor, to prevent transfer of loading imposed by structural movement.
  - 1. Where studs are installed directly against exterior walls, install asphalt-felt or foam-gasket isolation strip between studs and wall.
- C. Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
  - 1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
  - 2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
- D. Finishing Gypsum Board Assemblies:
  - 1. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
  - 2. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
  - 3. At substrates for tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.

END OF SECTION 09260

## SECTION 09310 - CERAMIC TILE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.

### PART 2 - PRODUCTS

#### 2.1 CERAMIC TILE

- A. Ceramic tile that complies with standard grade requirements in ANSI A137.1, "Specifications for Ceramic Tile."
- B. Ceramic Mosaic Floor Tile:
  - 1. Available Products:
    - a. DAL TILE
  - 2. Surface: Slip resistant, with abrasive admixture.
  - 3. Module Size: 2 by 2 inches.
  - 4. Color: match tile at existing toilet rooms.
- C. Glazed Wall Tile: Cushion-edged, flat tile.
  - 1. Available Products:
    - a. DAL TILE
  - 2. Module Size: 4-1/4 by 4-1/4 inches.
  - 3. Color: as selected by Architect from full range of standard colors.
- D. Tile trim units that match characteristics of adjoining flat tile.
- E. Where indicated, protect exposed surfaces of tile against adherence of mortar and grout by factory precoating them with a hot-applied continuous film of petroleum paraffin wax. Do not coat unexposed tile surfaces.

#### 2.2 INSTALLATION MATERIALS

- A. Setting and Grouting Materials: Comply with material standards in ANSI's "Specifications for the Installation of Ceramic Tile" that apply to materials and methods indicated.
  - 1. Thin-Set Mortar Type: Dry-set portland cement.
  - 2. Grout Type:

a. Available Products:

1) MAPEI

3. Grout Color: as selected by Architect from full range of standard colors.

B. Setting-Bed Accessories: ANSI A108.1A.

C. Cementitious Backer Units: Complying with ANSI A118.9, of thickness indicated.

2.3 STONE THRESHOLDS

A. White, honed marble thresholds complying with the Marble Institute of America's Group A requirements for soundness, and with ASTM C 503 fabricated to be not more than 1/2 inch above adjoining finished floor surfaces, with transition edges beveled on a slope of no greater than 1:2.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with tile installation standards in ANSI's "Specifications for the Installation of Ceramic Tile" that apply to materials and methods indicated.

B. Comply with TCA's "Handbook for Ceramic Tile Installation."

C. Floor Tile Installation Method[s]:

1. Over Concrete Subfloors: TCA F113 (thin-set mortar bonded to concrete slab).

D. Wall Tile Installation Method[s]:

1. Over Gypsum Board: TCA W243 (thin-set mortar bonded to gypsum board).

2. Over Cementitious Backer Units: TCA W244 (thin-set mortar bonded to cementitious backer units).

E. At showers, tubs, and where indicated, provide cementitious backer units and treat joints to comply with ANSI A108.11.

F. Lay tile in grid pattern, unless otherwise indicated. Align joints where adjoining tiles on floor, base, walls, and trim are the same size.

G. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

END OF SECTION 09310

## SECTION 09511 - ACOUSTICAL PANEL CEILINGS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and material Samples.
- B. Surface-Burning Characteristics of Panels: ASTM E 1264, Class A materials, tested per ASTM E 84.
- C. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL PANELS

- A. Available Products:
  - 1. USG Interiors, Inc. – “Fissured” 2x4x5/8” square edged – White – or prior approved equal.

#### 2.2 CEILING SUSPENSION SYSTEM

- A. Direct-hung; ASTM C 635, heavy-duty structural classification.
  - 1. Available Products:
    - a. Donn Brand DXL or prior approved equal
  - 2. Color: White.
- B. Attachment Devices: Sized for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
- C. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/, Class 1 zinc coating, soft temper.
  - 1. Size: Provide yield strength at least 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung), but not less than 0.135-inch- diameter wire.
- D. Seismic Struts: Manufacturer's standard product designed to accommodate seismic forces.
- E. Seismic Clips: Manufacturer's standard seismic clips designed to secure panels in place.
- F. Hold-Down Clips: Manufacturer's standard product; provide at 24-inch

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ceiling Suspension System Installation: Comply with UBC Standard 25-2 and CISCA's "Ceiling Systems Handbook."
  - 1. Additional Seismic Requirements: CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings--Seismic Zones 3 & 4."
  - 2. Additional Seismic Requirements: ASTM E 580.

END OF SECTION 09511

## SECTION 09910 - PAINTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Summary: Paint exposed surfaces, new and existing, unless otherwise indicated.
  - 1. Paint the back side of access panels.
  - 2. Color-code mechanical piping in accessible ceiling spaces.
  - 3. Do not paint prefinished items, items with an integral finish, operating parts, and labels, unless otherwise indicated.
- B. Submittals: Product Data and Samples.
- C. Obtain block fillers and primers for each coating system from same manufacturer as finish coats.
- D. Extra Materials: Deliver to Owner 1 quart of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 PAINT

- A. Available Products:
  - 1. Sherwin-Williams
  - 2. Kwal
  - 3. Benjamin Moore
  - 4. Colors: As selected by Architect from full range of colors.
- B. Material Compatibility: Provide materials that are compatible with one another and with substrates.
- C. Material Quality: Manufacturer's best-quality paint material of coating types specified that are formulated and recommended by manufacturer for application indicated.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Remove hardware lighting fixtures and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- B. Clean and prepare all surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

#### 3.2 APPLICATION

- A. Apply coatings by brush or roller according to coating manufacturer's written instructions.
- B. Pigmented (Opaque) Finishes: Completely cover surfaces to provide a smooth, opaque surface of uniform appearance. Provide a finish free of cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections.
- C. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.

### 3.3 INTERIOR PAINT APPLICATION SCHEDULE

- A. Gypsum Board:
  - 1. Low-Luster, Acrylic Enamel: Two coats primer.
- B. Ferrous Metal:
  - 1. Semigloss, Acrylic Enamel: Two coats over ferrous metal primer.
- C. Zinc-Coated Metal:
  - 1. Semigloss, Acrylic Enamel: Two coats over galvanized metal primer.

END OF SECTION 09910

## SECTION 10155 - TOILET COMPARTMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and Samples.

### PART 2 - PRODUCTS

#### 2.1 TOILET COMPARTMENTS AND SCREENS

- A. Available Products (or prior approved equal):

1. Knickerbocker Partition
2. Global Partitions
3. Metpar

#### 2.2 MATERIALS

- A. Panel, Pilaster, and Door Material:

1. Solid-Plastic, Polymer Resin: High-density polyethylene with homogenous color, not less than 1 inch thick, with seamless construction and eased edges.
2. Color: As selected by Owner from full range of standard available colors.

- B. Pilaster Shoes and Sleeves (Caps): Stainless steel, not less than 3 inches high.

- C. Brackets: Stirrup.

1. Material: Chrome-plated, nonferrous, cast zinc alloy (zamac), or Stainless steel.

#### 2.3 FABRICATION

- A. Toilet Compartments: Floor anchored.

- B. Solid-Plastic, Polymer-Resin Units: Provide aluminum heat-sink strips at exposed bottom edges of panels and doors.

- C. Doors: Unless otherwise indicated, 24-inch- wide in-swinging doors for standard toilet compartments and 36-inch- wide out-swinging doors with a minimum 32-inch- wide clear opening for compartments indicated to be accessible to people with disabilities.

- D. Door Hardware: Stainless steel. Provide units that comply with accessibility requirements of authorities having jurisdiction at compartments indicated to be accessible to people with disabilities.

1. Hinges: Self-closing type, adjustable to hold door open at any angle up to 90 degrees.



2. Latches and Keepers: Surface-mounted unit designed for emergency access and with combination rubber-faced door strike and keeper.
3. Coat Hook: Combination hook and rubber-tipped bumper, sized to prevent door from hitting compartment-mounted accessories.
4. Door Bumper: Rubber-tipped bumpers at out-swinging doors or entrance screen doors.
5. Door Pull: Provide at out-swinging doors. Provide units on both sides of doors at compartments indicated to be accessible to people with disabilities.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install units rigid, straight, level, and plumb, with not more than 1/2 inch between pilasters and panels and not more than 1 inch between panels and walls. Provide brackets, pilaster shoes, bracing, and other components required for a complete installation. Use theft-resistant exposed fasteners finished to match hardware. Use sleeve nuts for through-bolt applications.
  1. Stirrup Brackets: Align brackets at pilasters with brackets at walls.
  2. Set hinges on in-swinging doors to hold open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors and swing doors in entrance screens to return to fully closed position.

END OF SECTION 10155

## SECTION 10801 - TOILET AND BATH ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch minimum nominal thickness, unless otherwise indicated.
- B. Brass: ASTM B 19, ASTM B 16, or ASTM B 30.
- C. Sheet Steel: ASTM A 1008/A 1008M, 0.0359-inch minimum nominal thickness.
- D. Galvanized Steel Sheet: ASTM A 653/A 653M, G60.
- E. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- F. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- G. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.
- H. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- I. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- J. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

#### 2.2 TOILET AND BATH ACCESSORIES

- A. Available Manufacturers:
  - 1. Bobrick (used as the basis of design); prior approved equals.
- B. Paper Towel Dispenser – Waste Receptacle (Provided by Owner) :
- C. Toilet Tissue Dispenser:
  - 1. Basis-of-Design Product: Bobrick B-2740
- D. Liquid-Soap Dispenser (Provided by Owner):

- E. Grab Bar:
  - 1. Basis-of-Design Product: Bobrick B-6806 x 36; B-6806x42
- F. Seat-Cover Dispenser:
  - 1. Basis-of-Design Product: Bobrick B-3013
- G. Mirror Unit:
  - 1. Basis-of-Design Product: Bobrick B-165 2430
- H. Underlavatory Guard:
  - 1. Description: Insulating pipe coverings for supply and drain piping assemblies, that prevent direct contact with and burns from piping, and allow service access without removing coverings.
  - 2. Material and Finish: Antimicrobial, molded plastic, white.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  - 1. Install grab bars to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F 446.
- B. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 10801